

FILED
U.S. DISTRICT COURT
DISTRICT OF WYOMING

SEP 15 2008

Bret F. King
Wyoming Bar No. 5-2353
King & King, LLC
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Jackson, WY 83001
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Stephan Harris, Clerk
Cheyenne

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

BEAVER CREEK LAND & CATTLE, LLC,)
a Utah Limited Liability Corporation,)
)
)
 Plaintiff,)
)
) Civil Action No. 08-CV-202-J
v.)
)
PHILLIP A. WOLF,)
)
 Defendant.)
)

COMPLAINT

The Plaintiff, Beaver Creek Land & Cattle, LLC, by and through its undersigned counsel, Bret F. King of King & King, LLC, and for its cause of action against the Defendant states and alleges as follows:

FACTS COMMON TO ALL CLAIMS FOR RELIEF

1. At all times material to this Complaint, the Plaintiff is and was a Utah limited liability company authorized to do business in Wyoming.

2. At all times material to this Complaint, the Defendant Phillip A. Wolf, is and was a resident of Colorado.

3. Venue and jurisdiction are proper in this Court pursuant to 28 U.S.C.A. § 1332(a)(1) under diversity jurisdiction as the parties in this action are citizens of different states and the amount in controversy exceeds \$75,000.

4. The Defendant entered into a written Purchase and Sale Agreement, hereinafter "Agreement," with Plaintiff for the purchase of real property located in Hot Springs County, Wyoming, commonly known as Lost Peaks Ranch, a copy of the Agreement is attached hereto as *Exhibit 1*.

5. The Purchase and Sale Agreement, along with Addendum A to the Purchase and Sale Agreement, provide for the sole agreement between the parties with regard to sale of the land identified in the Purchase and Sale Agreement.

6. The Closing was to occur on or before June 30, 2008 at Uinta Title & Insurance of Evanston, Wyoming.

7. The Defendant failed to meet his obligations under the Agreement by failing to tender the purchase price at or before the closing, thereby breaching the Agreement.

8. The Plaintiff was ready, willing and able to perform under the Agreement once the Defendant had tendered the purchase price.

9. The Plaintiff had a pre-existing contract to purchase the property from another party.

10. The Defendant was aware that the Plaintiff had a pre-existing contract for the purchase of the land, and that the Plaintiff was relying upon using the funds from Defendant's purchase to fund the purchase from the original seller. The Defendant was also aware that the Plaintiff was going to make a substantial profit on the difference between the amount the

Plaintiff was going to pay the original seller and the amount to be paid by the Defendant to the Plaintiff.

11. Due to the Defendant's breach of his Agreement with the Plaintiff, the Plaintiff was unable to meet its obligations under its contract with the original seller and the Plaintiff defaulted under its obligations with the original seller and Plaintiff was damaged thereby.

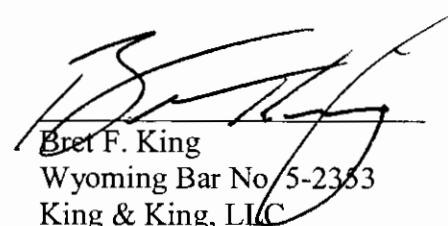
12. The Defendant is in breach of the Agreement, and due to Defendant's breach the Plaintiff has incurred damages in an amount in excess of the jurisdictional minimum of this court and in an amount to be proven at the time of trial, but which include the amount of the earnest money deposit paid by Plaintiff and forfeited to the original seller, costs and attorney's fees, lost profit and interest.

13. The amount of the earnest deposit and lost profits are liquidated sums and the Plaintiff is entitled to interest on such amount at the statutory rate of 10% per annum from the time of default and until paid.

WHEREFORE, Plaintiffs pray for relief from the Court as follows:

1. Expenses and costs incurred by the Plaintiff in being unable to perform under its contract with the original seller;
2. Compensation in the amount the Plaintiff stood to gain had the Defendant fully performed under the Agreement;
3. Other costs and expenses incurred by the Plaintiff in contemplation of completion of the Agreement by Defendant;
4. Interest on the earnest money forfeited by the Plaintiff and the lost profits; and
5. Any other relief that the Court deems appropriate.

DATED this 12th day of September, 2008.



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Attorney for Plaintiff

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of May 20, 2008 (the "Effective Date"), by and between Phillip A. Wolf ("Buyer"), and Beaver Creek Land & Cattle, LLC ("Seller"). Buyer and Seller are sometimes referred to herein as the "parties" or, individually, as a "party."

RECITALS:

A. Seller owns or will own certain real property located in Hot Springs County, Wyoming and commonly known as the Lost Peaks Ranch, which is more particularly described on Exhibit A, attached hereto (the "Property"). The Property includes all water and mineral rights that Seller acquired in its purchase of the Property that are appurtenant to the Property.

B. Seller desires to sell, and Buyer desires to purchase, the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below in this Agreement, and other good and valuable consideration, Seller and Buyer agree as follows:

AGREEMENT:

ARTICLE I

1.1 Defined Terms. Capitalized terms used in this Agreement have the meaning given to them in this Agreement.

1.2 Purchase and Sale. Upon the terms and conditions stated below, Seller hereby agrees to sell and convey the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller and to pay the Purchase Price to Seller.

ARTICLE II

2.1 Purchase Price. The purchase price for the Property shall be Seventy Five Million Dollars (\$75,000,000.00) (the "Purchase Price"). Buyer shall pay the Purchase Price, less the amount of the Earnest Money Deposit, to Seller in cash at Closing. Buyer shall pay purchase price to Seller via Treasury Account to escrow for closing.

2.2 Earnest Money Deposit. Concurrent with the full execution of this Agreement, Buyer shall deposit with Title Company the sum of Zero Dollars (\$00.00) (the "Earnest Money"). Title Company shall hold the Earnest Money, in escrow, to be applied against the Purchase Price at Closing. If Buyer fails to close its purchase of the Property on or before the Closing Date, the Earnest Money shall be released to Seller, which Seller may retain in addition to any and all other remedies available to Seller in law or equity.

ARTICLE III

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Exhibit A

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ARTICLE III

3.1 Title Insurance. At the Closing, Seller shall cause a ALTA standard Owner's Policy of Title Insurance (the "Title Policy") for the Property to be furnished to Buyer. Seller shall pay the title insurance premium for the Title Policy. Buyer shall have the right to obtain extended coverage for the Title Policy by paying that portion of the title insurance premium required to obtain any extended coverage.

ARTICLE IV

4.1 Seller's Representations & Warranties. Seller represents and warrants to Buyer that the following statements are true and shall be true on the Closing Date:

4.1.1 Seller possesses all requisite power and authority to enter into this Agreement and to perform its obligations according to the terms and conditions of this Agreement.

4.1.2 The execution of this Agreement or any instrument or document required by this Agreement, and the consummation of the transaction contemplated by this Agreement will not violate any order, ruling, certificate or license, regulation or demand of any court or regulatory agency to which Seller or the Property is subject or any agreement to which Seller is a party.

4.1.3 This Agreement, when duly executed by Seller, shall constitute a valid, legal and binding obligation of Seller, and shall be enforceable.

4.1.4 Seller is the owner of the Property or shall be the Owner of the Property on or before the Closing.

ARTICLE V

5.1 Buyer's Representations & Warranties. Buyer represents and warrants to Seller that the following statements are true and shall be true on the Closing Date:

5.1.1 The execution of this Agreement or any instrument or document required by this Agreement, and the consummation of the transaction contemplated by this Agreement will not violate any order, ruling, certificate or license, regulation or demand of any court, regulatory agency or other tribunal to which Buyer is subject or to any agreement to which Buyer is a party. The consummation will be through a treasury account as outlined in section 2.1.

5.1.2 This Agreement, when duly executed by Buyer, shall constitute a valid, legal and binding obligation of Buyer, and shall be enforceable.

ARTICLE VI

6.1 Date and Place of Closing. The closing of the transactions described in this Agreement (the "Closing") shall take place on a date determined by Seller on or before June 30,

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2008 (the "Closing Date") in the offices of title company selected by Seller (the "Title Company"), or such other location as Buyer and Seller shall designate.

6.2 Items to be delivered at the Closing.

6.2.1 Seller. On or before the Closing Date, Seller shall deliver to Title Company each of the following items, to be delivered to Buyer at the Closing:

6.2.1.1 A Special Warranty Deed in the statutory form (the "Deed");

6.2.1.2 A bill of sale for the "cow camp," range improvements and other personal property and equipment to be transferred at the Closing; and

6.2.1.3 All additional documents and instruments which are reasonably necessary to the consummation of this transaction.

6.2.2 Buyer. On or before the Closing Date, Buyer shall deliver to Title Company each of the following items:

6.2.2.1 Valid funds in the full amount of the Purchase Price, less the Earnest Money Deposit, plus Buyer's share of Closing costs and prorations, as provided below; and,

6.2.2.2 All additional documents and instruments which are reasonably necessary to the consummation of this transaction.

6.3 Closing Prorations. Ad valorem and similar taxes and assessments relating to the Property shall be prorated between Seller and Buyer as of the Closing Date, based upon the best available estimates of the amount of taxes that will be due and payable on the Property during the calendar year of the Closing. All other expenses of the Property and any rental income shall also be prorated as of the Closing Date. The provisions of this section shall survive the Closing and delivery of the Deed.

6.4 Closing Costs. All escrow and Closing fees charged by Title Company shall be divided equally between, and paid by, Buyer and Seller. Buyer shall pay all recording fees. Seller shall pay the premium for the Title Policy. Buyer and Seller shall each pay for the cost of their own legal counsel and other advisors in connection with this transaction.

ARTICLE VII

7.1 No Brokers; Indemnity. Seller and Buyer represent and warrant to each other that neither has contacted any real estate broker, finder, or other party in connection with this transaction, to whom any real estate brokerage, finder, or other fees may be due or payable with respect to the transaction contemplated hereby. The provisions of this section shall survive the Closing and delivery of the Deed.

7.2 Post Closing Covenants. Buyer hereby acknowledges and agrees that (i) a former owner of the Property has the right to continue to graze cattle on the deeded portions of the Property from and after the Closing until October 15, 2008, subject to a lease that Seller shall assign to Buyer.



at Closing, (ii) such former owner may remain in possession of the "Mill Iron" location home on the Property until September 1, 2008, (iii) the former owner's agent "John" may continue to occupy the home he occupies as of the Effective Date until October 15, 2008, (iv) such former owner shall be entitled to hunting rights for 1 elk and 2 deer for the 2008 season, and ... The provisions of this section shall survive the Closing and delivery of the Deed.

ARTICLE VIII

8.1 Governing Law. The laws of the State of Wyoming shall govern the validity, enforcement, and interpretation of this Agreement, unless otherwise specified herein.

8.2 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes any prior agreements and understandings, if any, relating to the Property, and may be amended only by written instrument executed by Seller and Buyer.

8.3 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. Each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

8.4 Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors and assigns.

8.5 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by Seller and Buyer, Seller and Buyer agree to perform, execute, and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated hereby. Buyer may record a memorandum of this Agreement against the Property.

EXECUTED as of the Effective Date.

SELLER:

Beaver Creek Land & Cattle, LLC

By: Anthony Stark
Its: Manager

BUYER:

Phillip A. Wolf
PO Box 16004
Golden, CO 80402

Phillip A. Wolf

EXHIBIT "A"

(Property Description)

EXHIBIT "A"

The land referred to in this Commitment is situated in the State of Wyoming, County of Hot Springs, and is described as follows:

PARCEL 1:

TOWNSHIP 7 NORTH, RANGE 1 WEST, WRM, HOT SPRINGS COUNTY, WYOMING

SECTION 2: W $\frac{1}{2}$ OF LOT 2, ALL OF LOTS 3 AND 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$

SECTION 3: LOTS 1, 2, 3 AND 4, S $\frac{1}{2}$ N $\frac{1}{2}$

SECTION 4: LOTS 1, 2, 3 AND 4, S $\frac{1}{2}$ N $\frac{1}{2}$

SECTION 5: LOTS 1, 2, 3 AND 4, S $\frac{1}{2}$ N $\frac{1}{2}$

TOWNSHIP 8 NORTH, RANGE 1 EAST, WRM, HOT SPRINGS COUNTY, WYOMING

SECTION 1: LOTS 1, 2, 3 AND 5, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$

SECTION 2: LOT 2

TOWNSHIP 8 NORTH, RANGE 1 WEST, WRM, HOT SPRINGS COUNTY, WYOMING

SECTION 15: LOT 2

SECTION 20: LOT 1

SECTION 21: LOTS 1, 2, 3, 4 AND 5, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 22: ALL

SECTION 23: S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$

SECTION 26: ALL

SECTION 27: ALL

SECTION 28: ALL

SECTION 29: LOTS 1, 2 AND 3, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 32: ALL

SECTION 33: ALL

SECTION 34: ALL

SECTION 35: W $\frac{1}{2}$, NE $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 8 NORTH, RANGE 2 EAST, WRM, HOT SPRINGS COUNTY, WYOMING

SECTION 3: LOT 4

SECTION 4: LOTS 1, 2, 3 AND 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

SECTION 5: LOTS 1, 2, 3 AND 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

SECTION 6: LOTS 1, 2, 3, 4, 5, 6 AND 8, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

TOWNSHIP 9 NORTH, RANGE 1 EAST, WRM, HOT SPRINGS COUNTY, WYOMING

SECTION 35: LOT 1

TOWNSHIP 9 NORTH, RANGE 2 EAST, WRM, HOT SPRINGS COUNTY, WYOMING

SECTION 31: LOTS 4 AND 5 EXCEPTING THAT PORTION OF LOT 5 CONVEYED TO THE COUNTY OF HOT SPRINGS IN BOOK 28 OF DEEDS, PAGE 35 RECORDED OCTOBER 16, 1945, S $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 32: LOTS 1, 2, 3 AND 4, S $\frac{1}{2}$ S $\frac{1}{2}$

SECTION 33: LOTS 1, 2, 3 AND 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

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TOWNSHIP 44 NORTH, RANGE 95 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 20: SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$

SECTION 28: NW $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 29: N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 30: LOT 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

SECTION 31: LOT 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$

SECTION 32: NW $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 44 NORTH, RANGE 96 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 23: SW $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 25: SE $\frac{1}{4}$

TOWNSHIP 43 NORTH, RANGE 98 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 4: W $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 5: S $\frac{1}{2}$

SECTION 6: LOTS 3 AND 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

SECTION 7: LOTS 1, 2, 3 AND 4 EXCEPTING A PORTION OF LOT 4 CONVEYED TO THE HISTORICAL LANDMARK COMMISSION OF THE STATE OF WYOMING IN INSTRUMENT RECORDED FEBRUARY 2, 1940 IN BOOK 24 OF DEEDS, PAGE 63, NE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 8: LOTS 1, 2, 3, 4 AND 5

TOWNSHIP 45 NORTH, RANGE 98 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 27: S $\frac{1}{2}$ S $\frac{1}{2}$

SECTION 28: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 33: E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$

SECTION 34: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 35: NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 43 NORTH, RANGE 99 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 1: S $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$

SECTION 2: LOTS 1, 2, S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 3: SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 4: S $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 9: NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ AND THAT PART OF THE N $\frac{1}{2}$ SE $\frac{1}{4}$ WHICH LIES SOUTH OF THE REGULARLY ESTABLISHED COUNTY ROAD AS OF APRIL 7, 1931, RUNNING IN AN EASTERLY AND WESTERLY DIRECTION

SECTION 10: LOTS 1, 2 AND 3, NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ AND THAT PORTION OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ WHICH LIES SOUTH OF THE REGULARLY ESTABLISHED COUNTY ROAD AS OF APRIL 7, 1931 RUNNING IN AN EASTERLY AND WESTERLY DIRECTION

SECTION 11: LOTS 1, 2, 3 AND 4

SECTION 12: LOTS 1, 2, 3 AND 4

SECTION 15: LOTS 1 AND 2, N $\frac{1}{2}$ LOT 4, NW $\frac{1}{4}$

SECTION 16: N $\frac{1}{2}$ OF LOT 2, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 43 NORTH, RANGE 100 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 5: N $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$

SECTION 7: LOTS 3 AND 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$

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TOWNSHIP 44 NORTH, RANGE 100 WEST OF THE 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 19: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ EXCEPTING THEREFROM LAKE CREEK RESERVOIR as set out in instrument recorded September 24, 1971 in Book 97 of Photo Static Records, Page 100.

SECTION 28: SW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 29: S $\frac{1}{2}$ S $\frac{1}{2}$

SECTION 30: W $\frac{1}{2}$ EXCEPTING THEREFROM LAKE CREEK RESERVOIR as set out in instrument recorded March 27, 1981 in Book 17 of Microfilm Records, Page 504.

SECTION 32: NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 33: N $\frac{1}{2}$ NW $\frac{1}{4}$

TOWNSHIP 43 NORTH, RANGE 101 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 1: LOT 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 2: LOTS 3 AND 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$

SECTION 3: LOTS 1, 2 AND 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

SECTION 4: LOTS 1, 2, 3 AND 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 5: LOTS 1, 2, 3 AND 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

SECTION 6: LOTS 1, 2, 3, 4, 5, 6 AND 7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

SECTION 7: LOTS 1, 2, 3 AND 4, E $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 8: ALL

SECTION 9: W $\frac{1}{2}$, E $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 10: ALL

SECTION 11: N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 12: S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 17: N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 18: LOTS 2, 3 AND 4, NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 43 NORTH, RANGE 102 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 1: LOTS 1, 2, 3 AND 4, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 2: S $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 11: N $\frac{1}{2}$ N $\frac{1}{2}$

SECTION 12: LOTS 1, 2, 3 AND 4, W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$

SECTION 13: LOTS 3 AND 4, W $\frac{1}{2}$ W $\frac{1}{2}$

SECTION 14: N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, E $\frac{1}{2}$

SECTION 15: NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 22: SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

SECTION 23: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 24: LOT 4, W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 25: LOTS 1 AND 2, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 26: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 27: NW $\frac{1}{4}$ NE $\frac{1}{4}$

TOWNSHIP 44 NORTH, RANGE 102 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 24: LOT 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 26: S $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 35: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

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PARCEL 2:

TOWNSHIP 45 NORTH, RANGE 96 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 19: LOT 7, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 45 NORTH, RANGE 97 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 13: S $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 14: S $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO THE STATE HIGHWAY COMMISSION OF WYOMING IN INSTRUMENT RECORDED MARCH 10, 1988 IN BOOK 39 OF MICROFILM RECORDS, PAGE 52 BUT INCLUDING THAT PORTION OF LAND DESCRIBED IN INSTRUMENT RECORDED SEPTEMBER 20 1999 IN BOOK 82 OF MICROFILM RECORDS, PAGE 760.

SECTION 15: SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 20: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 21: S $\frac{1}{2}$, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 22: ALL

SECTION 23: N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO THE STATE HIGHWAY COMMISSION OF WYOMING IN INSTRUMENT RECORDED MARCH 10, 1988 IN BOOK 39 OF MICROFILM RECORDS, PAGE 52 BUT INCLUDING THAT PORTION OF LAND DESCRIBED IN INSTRUMENT RECORDED SEPTEMBER 20 1999 IN BOOK 82 OF MICROFILM RECORDS, PAGE 760.

SECTION 24: ALL

SECTION 25: S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$

SECTION 26: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$

SECTION 27: ALL

SECTION 28: W $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

SECTION 29: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 30: LOTS 1, 2, 3 AND 4, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$

SECTION 31: N $\frac{1}{2}$ NE $\frac{1}{4}$

SECTION 32: NW $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 33: N $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 34: SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

SECTION 35: NW $\frac{1}{4}$ NW $\frac{1}{4}$ EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO THE STATE HIGHWAY COMMISSION OF WYOMING IN INSTRUMENT RECORDED MARCH 10, 1988 IN BOOK 39 OF MICROFILM RECORDS, PAGE 52 BUT INCLUDING THAT PORTION OF LAND DESCRIBED IN INSTRUMENT RECORDED SEPTEMBER 20, 1999 IN BOOK 82 OF MICROFILM RECORDS, PAGE 760

TOWNSHIP 44 NORTH, RANGE 98 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 7: LOTS 3 AND 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 8: SE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 9: SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 10: SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 15: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 17: NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 18: LOT 1, E $\frac{1}{2}$ W $\frac{1}{2}$

SECTION 19: LOTS 1, 2, 4, 5, 7, 8, 12 AND 13, E $\frac{1}{2}$ SW $\frac{1}{4}$,

SECTION 22: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 23: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 27: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 28: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 30: LOTS 1, 2, 3 AND 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 31: LOT 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 33: NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$

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TOWNSHIP 45 NORTH, RANGE 98 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 23: SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$

SECTION 24: SE $\frac{1}{4}$

SECTION 25: E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$

SECTION 26: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 44 NORTH, RANGE 99 WEST OF THE 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 12: E $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 24: E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 25: E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

TOWNSHIP 43 NORTH, RANGE 102 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 3: W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 8: N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$

SECTION 9: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 10: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 11: S $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 14: N $\frac{1}{2}$ NW $\frac{1}{4}$

SECTION 15: NE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 17: LOT 4

SECTION 21: LOTS 1, 2, 3, 4 AND 5, SW $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 27: LOTS 1, 2, 3 AND 4

SECTION 28: LOT 1

TOWNSHIP 44 NORTH, RANGE 102 WEST, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 19: S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$

SECTION 20: NW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 29: NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 30: N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 31: NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

SECTION 32: E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 33: S $\frac{1}{2}$

SECTION 34: S $\frac{1}{2}$ SW $\frac{1}{4}$

(Continued next page)

PARCEL 3:

TOWNSHIP 43 NORTH, RANGE 99 WEST OF THE 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 17: SW $\frac{1}{4}$

SECTION 18: LOTS 1, 2, 3 AND 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

SECTION 19: LOTS 1, 2, 3 AND 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$

SECTION 20: S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 30: LOTS 3, 4 AND 5, NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 43 NORTH, RANGE 100 NORTH, 6TH PM, HOT SPRINGS COUNTY, WYOMING

SECTION 1: S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 2: S $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 10: SE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 11: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 12: N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 13: S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ N $\frac{1}{2}$

SECTION 14: S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 15: S $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$

SECTION 17: NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 18: NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 19: LOTS 1, 2, 3 AND 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 20: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 21: N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

SECTION 22: ALL

SECTION 23: N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 24: ALL

SECTION 25: LOT 1, N $\frac{1}{2}$ N $\frac{1}{2}$

SECTION 26: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 28: LOT 2, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 29: LOTS 2 AND 3, NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 30: LOTS 1, 2, 3 AND 4, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 31: LOT 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

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ADDENDUM A
PURCHASE AND SALE AGREEMENT

Dated May 20, 2008

This Addendum is an integral part of the Purchase and Sale Agreement ("the Agreement") dated May 20, 2008 between Beaver Creek Land & Cattle, LLC (Seller) and Phillip A. Wolf (Buyer) concerning the Property described in the Agreement. Capitalized terms used, but not defined herein shall have the meaning given them in the Agreement. All the terms and conditions of this Addendum are hereby incorporated by reference into and made a part of the Agreement.

1. Buyer is accessing treasury account for \$75,000,000 and will pay Seller a total of \$62,500,000 for the Property. The difference of \$12,500,000 will not be paid to Seller, but will be held in escrow and returned to Buyer for additional property consolidations and configurations pertaining to the ranch. Seller agrees to assist Buyer in acquiring additional properties for BLM land swaps.
2. Seller will convey to Buyer all mineral rights Seller possesses on the Property including, without limitation, Bentonite, gravel, rock and construction grade minerals.
3. Closing of escrow will occur at Uinta Title & Insurance of Evanston, WY.

EXECUTED as of the Effective Date.

SELLER:

Beaver Creek Land & Cattle, LLC

By: John Shantz
Its: Manager

BUYER:

Phillip A. Wolf
PO Box 16804
Golden, CO 80402

Phillip A. Wolf

JS 44 (Rev. 12/07)

CIVIL COVER SHEET**ORIGINAL**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Beaver Creek Land & Cattle, LLC., a Utah limited liability company

(b) County of Residence of First Listed Plaintiff Salt Lake County, UT
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (First Name, Address, and Telephone Number)

Bret F. King, King & King, LLC., P.O. Box 40, 610 W. Broadway,
Suite 201, Jackson, WY 83001**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	PTF	DEF	Citizen of Another State	PTF	DEF
<input type="checkbox"/> 1	<input type="checkbox"/>	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 4	<input type="checkbox"/> 4

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 365 Personal Injury - Product Liability		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 810 Selective Service
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 850 Securities/Commodities Exchange
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 861 HJA (1395ff)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 515 Death Penalty	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General Mandamus & Other	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 550 Prison Condition	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other			<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
	<input type="checkbox"/> 440 Other Civil Rights			<input type="checkbox"/> 950 Constitutionality of State Statutes
IMMIGRATION			FEDERAL TAX SUITS	
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

(Place an "X" in One Box Only)

 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
U.S. Civil Statute 28 U.S.C.A. § 1332(a)(1)Brief description of cause:
Breach of real estate contract involving property in Wyoming**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

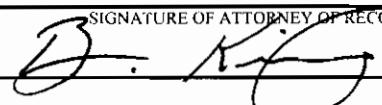
DOCKET NUMBER

DATE

9-12-08

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY



Attorney # : 5-2353

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE

Request # CHY 005226